

**NASA/KSC SOLICITATION NNK13482809R**  
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**NASA/KSC SOLICITATION NNK13482809R**  
**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 CONSTRUCTION SERVICES AND PRICES**

<b><u>Line Item</u></b>	<b><u>Description</u></b>	<b><u>Unit</u></b>	<b><u>Total</u></b>
0001	Task 1 – Close/Demolish Facilities and Structures, Various Locations	Job	\$ TBD
0002	Option 1 – Close/Demolish Facilities and Structures, Various Locations Package 3 (Cape Canaveral Air Force Station) Specification 79K39394 and Drawing 79K39391	Job	\$ TBD
0003	Option 2 – Close/Demolish Facilities and Structures, Various Locations Package 2 (Mate Demate Device, Ammonia Boiler and Storage Facility) Specification 79K39213 and Drawing 79K30103	Job	\$ TBD
0004	Option 3 – Close/Demolish Facilities and Structures, Various Locations Package 5 (TR3-0034 Modular Office Building, M6-0847 Silver Recovery Building, K7-2468 Sandblast Paint Facility) Specification 79K39394 and Drawing 79K39393	Job	\$ TBD
0005	Option 4 – Close/Demolish Facilities and Structures, Various Locations Package 2 (Specification 79K39394 and Drawing 79K39390	Job	\$ TBD

**TOTAL      \$ TBD**

**B.2 NFS 1852.216-78 FIRM FIXED PRICE (DEC 1988)**

The total firm fixed price of this contract is **TBD**.

**B.3 PROJECT DELIVERABLES**

Incidental deliverables (manuals, reports, plans, and other written documentation) to be provided under this contract are identified in Section J, Attachment J-A, Project Deliverables. The costs associated with providing the data in Attachment J-A is included in the firm-fixed price of the awarded contract. Nothing contained in Attachment J-A shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract, which are not identified and described in Attachment J-A.

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**SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

**C.1 SCOPE OF WORK**

The Contractor shall furnish all management, supervision, labor, transportation, facilities, materials, tools, disposal, coordination of subcontractors, documentation, and equipment (except any property including utilities as may be specified in the Schedule to be Government-Furnished) and perform all work for the Task(s) named below, and as defined in the Technical Documentation listed below entitled "Contract Drawings, Maps and Specifications," and in accordance with the terms and conditions of this Contract, and within the performance schedule set forth in FAR clause 52.211-10 entitled "Commencement, Prosecution, and Completion of Work." This project involves work in more than one location. The contractor shall have adequate manpower and resources to perform work at multiple locations simultaneously.

Line Item	Description
0001	Task 1 – Close/Demolish Facilities and Structures, Various Locations (Specifications 79K39394 and 79K39403 / Drawings 79K39389, 79K39392 and 79K39405)
0002	Option 1 – Close/Demolish Facilities and Structures, Various Locations Package 3 (Cape Canaveral Air Force Station) Specification 79K39394 and Drawing 79K39391
0003	Option 2 – Close/Demolish Facilities and Structures, Various Locations Package 2 (Mate Demate Device, Ammonia Boiler and Storage Facility) Specification 79K39213 and Drawing 79K30103
0004	Option 3 – Close/Demolish Facilities and Structures, Various Locations Package 5 (TR3-0034 Modular Office Building, M6-0847 Silver Recovery Building, K7-2468 Sandblast Paint Facility) Specification 79K39394 and Drawing 79K39393
0005	Option 4 – Close/Demolish Facilities and Structures, Various Locations Package 2 (Specification 79K39394 and Drawing 79K39390

**C.2 CONTRACT DRAWINGS, MAPS, SPECIFICATIONS, AND/OR STATEMENTS OF WORK**

(a) Five sets of full scale contract drawings, maps, specifications, and/or statements of work (excluding applicable publications incorporated into the technical provisions by reference), plus one CD or DVD containing electronic, portable document format (PDF) versions, will be furnished at award to the Contractor without charge. The work shall conform to the following contract drawings, maps, specifications, and/or statements of work, attached hereto and made a part hereof:

**Specification 79K39394**, titled “Close/Demolish Facilities & Structures, Various Locations, Packages 1-5, PCN 97963.9”, dated 06/12/2013, pages 1 through 305

**Specification 79K39403**, titled “Deconstruct VAB Office Space, K6-0848, PCN 99000.16”, dated 3/12/2013, pages 1 through 486

**Specification 79K39213**, titled “Close/Demolish Facilities & Structures, Various Locations”, dated 3/14/2013, pages 1 through 168

Drawing 79K39103, titled “Close/Demolish Facilities & Structures, Various Locations, PCN

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97963.8, Package 2”, dated 03/14/2013, sheets 1 through 19

**Drawing 79K39389**, titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.9, Package 1”, dated 6/12/2013, sheets 1 through 98

**Drawing 79K39390**, titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.9, Package 2”, dated 6/12/2013, sheets 1 through 72

**Drawing 79K39391**, titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.9, Package 3”, dated 6/12/2013, sheets 1 through 74

**Drawing 79K39392**, titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.9, Package 4”, dated 6/12/2013, sheets 1 through 34

**Drawing 79K39393**, titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.9, Package 5”, dated 6/12/2013, sheets 1 through 20

**Drawing 79K39405**, titled “Deconstruct VAB Office Space, K6-0848, Tower E,”, dated 3/12/2013, sheets 1 through 203

**Drawing 79K39389**, titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.8, Package 2”, dated 3/14/2013, sheets 1 through 19

**Attachment 1**, UGE Line Detail for Drawing 79K39389, sheet 85, drawing E8

**Attachment 2**, Water Line Detail for Drawing No. 79K39391, sheet 16, drawing D9

**Attachment 3**, Sketch of Fence to be Demolished at Site M6-0880 near corner of Fifth Ave. and Kennedy Parkway

(b) **Addenda to Specifications, Drawings, Maps, and/or Statements of Work:**

Attachment 3, Site M6-0880 near corner of Fifth Ave. and Kennedy Parkway, is added to scope Task 1-Base Bid as described in the attachment.

Drawing 79K39103, sheet 9, D3, flag note 2 is deleted in its entirety

**Drawing 79K39389**, titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.9, Package 1”

Drawing 79K39389, sheet 23, D16, flag notes A & D, are deleted in their entirety

Drawing 79K39389, sheet 24, D17, flag notes A, B, C, D, E, F, G, H and J are deleted in their entirety

Drawing 79K39389, sheet 74, D67, detail 5 is deleted in its entirety

Drawing 79K39389, sheet 77, D70, details 2, 4, 5 are deleted in their entirety

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**SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

Drawing 79K39389, sheet 85, E8, flag note A is deleted in its entirety  
Drawing 79K39389, sheet 85, drawing E8 is supplemented with Attachment 1 (UGE lines between M7-0459 and M7-0409A are to remain. See attachment 1 for details)

**Drawing 79K39390,** titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.9, Package 2”

Drawing 79K39390, sheet 6, D2, is deleted in its entirety  
Drawing 79K39390, sheet 7, D3, is deleted in its entirety  
Drawing 79K39390, sheet 8, D4, is deleted in its entirety  
Drawing 79K39390, sheet 9, D5, is deleted in its entirety  
Drawing 79K39390, sheet 10, D6, is deleted in its entirety  
Drawing 79K39390, sheet 11, D7, is deleted in its entirety  
Drawing 79K39390, sheet 12, D8, is deleted in its entirety  
Drawing 79K39390, sheet 13, D9, is deleted in its entirety  
Drawing 79K39390, sheet 14, D10, is deleted in its entirety  
Drawing 79K39390, sheet 15, D11, is deleted in its entirety  
Drawing 79K39390, sheet 39, D35, is deleted in its entirety  
Drawing 79K39390, sheet 40, D36, is deleted in its entirety  
Drawing 79K39390, sheet 41, D37, is deleted in its entirety  
Drawing 79K39390, sheet 42, D38, is deleted in its entirety  
Drawing 79K39390, sheet 43, D39, is deleted in its entirety  
Drawing 79K39390, sheet 44, D40, is deleted in its entirety  
Drawing 79K39390, sheet 45, D41, flag note B is deleted in its entirety  
Drawing 79K39390, sheet 51, D47, details 3 & 4 are deleted in their entirety  
Drawing 79K39390, sheet 52, D48, is deleted in its entirety  
Drawing 79K39390, sheet 54, E2, is deleted in its entirety  
Drawing 79K39390, sheet 55, E3, is deleted in its entirety  
Drawing 79K39390, sheet 56, E4, is deleted in its entirety  
Drawing 79K39390, sheet 63, E11, is deleted in its entirety  
Drawing 79K39390, sheet 64, E12, is deleted in its entirety  
Drawing 79K39390, sheet 66, E14, is deleted in its entirety  
Drawing 79K39390, sheet 67, E15, is deleted in its entirety

**Drawing 79K39391,** titled “Close/Demolish Facilities & Structures, Various Locations, PCN 97963.9, Package 3”

Drawing 79K39391, sheet 17, D10, flag notes A, B, D, E, F, G, H are deleted in their entirety  
Drawing 79K39391, sheet 18, D11, flag notes A is deleted in its entirety  
Drawing 79K39391, sheet 19, D12, all flag notes are deleted in their entirety  
Drawing 79K39391, sheet 16, D9, flag note D, is supplemented with Attachment 2 (water line highlighted in red to remain)  
Drawing 79K39391, sheet 52, D45, flag notes C, E, F, G, H are deleted in their entirety  
Drawing 79K39391, sheet 53, D46, flag note A is deleted in its entirety

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**SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

Drawing 79K39391, sheet 63, E6, flag notes A, B, C, D are deleted in their entirety  
Drawing 79K39391, sheet 67, E10, flag note A is deleted in its entirety  
Drawing 79K39391, sheet 73, E16, flag note A is deleted in its entirety

**Drawing 79K39405**, titled “Deconstruct VAB Office Space, K6-0848, Tower E

Drawing 79K39405, sheet 12, D101, “Deconstruction Plan – Floor 1”is deleted in its entirety  
Drawing 79K39405, sheet 13, D102, “Deconstruction Plan – Floor 2”is deleted in its entirety  
Drawing 79K39405, sheet 14, D103, “Deconstruction Plan – Floor 3”is deleted in its entirety  
Drawing 79K39405, sheet 15, D105, “Deconstruction Plan – Floor 5”is deleted in its entirety  
Drawing 79K39405, sheet 25, D127, “Deconstruction Plan – Floor 27”is deleted in its entirety  
Drawing 79K39405, sheet 39, D301, “Deconstruction Photos” is deleted in its entirety  
Drawing 79K39405, sheet 39, D301, “Deconstruction Photos” is deleted in its entirety  
Drawing 79K39405, sheet 40, D302, “Deconstruction Photos”is deleted in its entirety  
Drawing 79K39405, sheet 42, D304, Photos GG, HH are deleted in their entirety  
Drawing 79K39405, sheet 48, P101A, “Plumbing And Fire Suppression Deconstruction Plan Floor 1”is deleted in its entirety  
Drawing 79K39405, sheet 49, P101B, “Fire Suppression Deconstruction Plan Floor 1”is deleted in its entirety  
Drawing 79K39405, sheet 50, P102A, “Plumbing And Fire Suppression Deconstruction Plan Floor 2”is deleted in its entirety  
Drawing 79K39405, sheet 51, P102B, “Fire Suppression Deconstruction Plan Floor 2”is deleted in its entirety  
Drawing 79K39405, sheet 52, P103A, “Plumbing And Fire Suppression Deconstruction Plan Floor 3”is deleted in its entirety  
Drawing 79K39405, sheet 53, P103B, “Fire Suppression Deconstruction Plan Floor 3”is deleted in its entirety  
Drawing 79K39405, sheet 54, P105A, “Plumbing And Fire Suppression Deconstruction Plan Floor 5”is deleted in its entirety  
Drawing 79K39405, sheet 69, P127A, “Plumbing And Fire Suppression Deconstruction Plan Floor 27”is deleted in its entirety  
Drawing 79K39405, sheet 70, P127B, “Fire Suppression Deconstruction Plan Floor 27”is deleted in its entirety  
Drawing 79K39405, sheet 80, M101, “Mechanical Deconstruction Plan Floor 1”is deleted in its entirety  
Drawing 79K39405 sheet 81, M102, “Mechanical Deconstruction Plan Floor 2”is deleted in its entirety  
Drawing 79K39405, sheet 82, M103, “Mechanical Deconstruction Plan Floor 3”is deleted in its entirety

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**SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

Drawing 79K39405, sheet 83, M105, “Mechanical Deconstruction Plan Floor 5” is deleted in its entirety

Drawing 79K39405, sheet 97, M127, “Mechanical Deconstruction Plan Floor 27” is deleted in its entirety

Drawing 79K39405, sheet 104, M201, “Mechanical Photos” are deleted in their entirety

Drawing 79K39405, sheet 105, M202, “Mechanical Photos” are deleted in their entirety

Drawing 79K39405, sheet 106, M203, “Mechanical Photos” are deleted in their entirety

Drawing 79K39405, sheet 112, M209, Detail C, “CHW and HHW Branch Piping” is deleted in its entirety

Drawing 79K39405, sheet 121, EL101, “Lighting Deconstruction / New Work Plan Floor 1” is deleted in its entirety

Drawing 79K39405, sheet 121, EL101, “Lighting Deconstruction / New Work Plan Floor 1” is deleted in its entirety

Drawing 79K39405, sheet 122, EL102, “Lighting Deconstruction / New Work Plan Floor 2” is deleted in its entirety

Drawing 79K39405, sheet 123, EL103, “Lighting Deconstruction / New Work Plan Floor 3” is deleted in its entirety

Drawing 79K39405, sheet 124, EL105, “Lighting Deconstruction / New Work Plan Floor 5” is deleted in its entirety

Drawing 79K39405, sheet 134, EL127, “Lighting Deconstruction / New Work Plan Floor 27” is deleted in its entirety

Drawing 79K39405, sheet 139, EC101, “Communications Deconstruction/ New Work Plan Floor 1” is deleted in its entirety

Drawing 79K39405, sheet 140, EC102, “Communications Deconstruction/ New Work Plan Floor 2” is deleted in its entirety

Drawing 79K39405, sheet 141, EL103, “Communications Deconstruction/ New Work Plan Floor 3” is deleted in its entirety

Drawing 79K39405, sheet 142, EC105, “Communications Deconstruction/ New Work Plan Floor 5” is deleted in its entirety

Drawing 79K39405, sheet 152, EC127, “Communications Deconstruction/ New Work Plan Floor 27” is deleted in its entirety

Drawing 79K39405, sheet 157, EP101, “Power Deconstruction/ New Work Plan Floor 1” is deleted in its entirety

Drawing 79K39405, sheet 158, EP102, “Power Deconstruction/ New Work Plan Floor 2” is deleted in its entirety

Drawing 79K39405, sheet 159, EP103, “Power Deconstruction/ New Work Plan Floor 3” is deleted in its entirety

Drawing 79K39405, sheet 160, EP105, “Power Deconstruction/ New Work Plan Floor 5” is deleted in its entirety

Drawing 79K39405, sheet 170, EP127, “Power Deconstruction/ New Work Plan Floor 27” is deleted in its entirety

Drawing 79K39405, sheet 176, E202, detail C is deleted in its entirety

Drawing 79K39405, sheet 178, E301, flag notes C, D, E for floors 1, 2, 3, 5 are deleted in their entirety

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**SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

Drawing 79K39405, sheet 179, E302, flag notes C, D, E for floor 27 are deleted in their entirety  
Drawing 79K39405, sheet 180, E303, flag notes C, D, E, F, G for floor 27 are deleted in their entirety  
Drawing 79K39405, sheet 182, E401, "Panel Board Schedules" is deleted in its entirety  
Drawing 79K39405, sheet 185, E404, "28ELA "New Branch Circuit Panel Schedule" is deleted in its entirety  
Drawing 79K39405, sheet 187, E406, "Panel Board Schedules" are deleted in its entirety  
Drawing 79K39405, sheet 189, FA101, flag notes A, B, C for floors 1, 2, 3, 5 are deleted in their entirety  
Drawing 79K39405, sheet 193, FA105, Flag Notes A, B for floor 27 are deleted in their entirety  
Drawing 79K39405, sheet 198, FA301, floors 1, 2, 3, 5 are deleted in their entirety  
Drawing 79K39405, sheet 202, FA305, floor 27 is deleted in its entirety

(c) "Or Equal" Items"

Throughout the Technical Specifications and on the drawings of this contract, where certain manufacturers' trade names and model numbers are specified and followed by the term "or equal," the manufacturer's name and data as specified shall represent the minimum standard type, quality, and capacity acceptable for incorporation into the work covered by this contract. The products of other manufacturers will be considered as being acceptable, provided that such products fully meet or exceed all minimum structural or use and operational features of the particular manufacturers' items as specified, and provided that the other manufacturers' items is easily interchangeable and can be adequately incorporated within the allocated space in the building or structure. In all cases, the acceptability of "or equal" items shall be at the Contracting Officer's discretion, based upon approval data submitted by the Contractor in accordance with the requirements under Shop Drawings herein.

(d) Omissions from the drawings or specifications, or the omission or misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the Contracting Officer of any discrepancies. Figures marked on drawings shall in general be followed in preference to scale measurements. Large scale drawings shall in general govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.

**C. 3 REQUEST FOR INFORMATION/CLARIFICATION (RFIC)**

The Contractor shall promptly report to the Contracting Officer all problems or conflicting technical information encountered during the contract performance so that the Government may provide solutions or appropriate direction. Such problems shall be reported on KSC Form No. 8-

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**SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT**

268, "Request for Information/Clarification," to be provided by the Government. A copy of each RFIC will be provided to the Contracting Officer's Technical Representative (COTR) concurrently with the transmittal to the Contracting Officer. The Contractor shall log and control each Request for Information/Clarification (RFIC), including those generated by subcontractors.

**C.4 DEVIATIONS AND WAIVERS**

- (a) When the Contractor proposes to perform work which does not conform to the requirements of the applicable contract drawings and specifications, the Contractor shall submit to the Contracting Officer for approval, a written request for deviation or request for waiver on the nonconforming work.
- (b) All requests by the Contractor shall be submitted on KSC Form 8-69 (Contractor Request to Use Nonconforming Parts or Material) fully executed including an offer of consideration to the Government. The request must be technically supported by justification, rationale, design considerations, calculations and other data which permits ready and conclusive evaluation by the Government as to acceptability or non-acceptability.
- (c) Where a requested deviation or waiver on a particular aspect of the work has a relation to, or affects, other aspects of the work, those other aspects of the work shall be clearly identified and referenced. And, if the requested deviation or waiver necessitates a deviation or waiver on other aspects, requests for all such deviations and waivers must be submitted concurrently.
- (d) Any request not submitted in strict accordance with this provision will not be considered.

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SECTION D – PACKAGING AND MARKING**

**NOT APPLICABLE TO THIS SOLICITATION/CONTRACT**

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**SECTION E - INSPECTION AND ACCEPTANCE**

**E. 1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE**

**FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)**

**E. 2 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE**

**NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)**

Fill in: (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in three copies, an original and two copies.

**E. 3 BASIC INSPECTION SYSTEM**

Pursuant to FAR Clause 52.246-12, entitled "Inspection of Construction," the Contractor shall maintain and implement a basic inspection system as identified below:

(a) Definitions:

"Inspection" means examining and testing supplies or services (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether they conform to contract requirements.

"Testing" means that element of inspection that determines the properties or elements, including functional operation of supplies or their components, by the application of established scientific principles and procedures.

"Independent Testing Laboratory" means an independent organization, accepted by the Contracting Officer, engaged to perform specific inspections or tests of the work, either at the site or elsewhere, and report the results of these inspections or tests.

- (b) The inspection system shall be documented to ensure and provide objective evidence of quality control in the form of records of inspections and test results. The system shall also ensure that nonconforming articles or materials are discovered, documented, and controlled through effective remedial and preventive actions.

The Contractor may use, at his option, in whole or in part, his existing higher level inspection system or quality assurance program provided such system is revised and identified to the requirements below.

- (c) The Contractor shall provide a narrative description of an inspection system which provides for compliance with the quality requirements and technical criteria of the

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**SECTION E - INSPECTION AND ACCEPTANCE**

contract.

- (1) The description shall be submitted for review by the Contracting Officer not later than 7 days after contract award.
  - (2) The description shall address each of the Basic Inspection System Requirements identified in paragraph (d) below. This submittal shall address both the general inspection system that will be used during the performance of all work under the contract, including but not limited to those items identified under paragraphs d(1), d(2)(iv), d(2)(v), and d(2)(vi) below.
- (d) Basic Inspection System Requirements: The Contractor shall describe how each of the following requirements is to be satisfied and what records will be maintained, both on-site and offsite.
- (1) The Contractor shall identify the individual responsible for on-site contact and communication relative to implementation and operation of the inspection system. The name of this individual shall be provided, in writing, to the Contracting Officer's Technical Representative (COTR).
  - (2) Standard requirements:
    - (i) A purchasing control system which ensures that all purchasing documents, including those of subcontractors and suppliers, are traceable to the drawings, specifications, and approved submittal requirements.
    - (ii) A receiving inspection system with documented evidence of Contractor inspection traceable to the procurement documents.
    - (iii) A system of controls and records for handling, recording, identification and disposition of nonconforming articles and materials.
    - (iv) A system of identification of inspections required by each specific section of the specifications and drawings and what records will be maintained.
    - (v) Identification of tests to be performed, including test procedures, test records, and the independent testing organization(s) be utilized.
    - (vi) Additional requirements (if included in the drawings, specifications, or contract provisions):
      - (A) Certification or recertification of personnel and qualification of procedures.

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**SECTION E - INSPECTION AND ACCEPTANCE**

(B) Management and accountability of Government furnished equipment, components, or materials.

(C) Calibration of inspection test gages, tools, measuring instruments, and independent laboratories to be utilized.

**E. 4 FINAL INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Technical Representative (COTR). Upon satisfactory completion of the contract, the Contractor shall be paid the fixed-price value of the contract, less the amount of any progress payments made under FAR Clause 52.232.5, Payments Under Fixed-Price Construction Contracts.

**NOTE: For planning purposes, the contractor shall include a line item in the schedule of values and progress schedule for completion of punch-list items, site clean-up, demobilization and final construction (as-built) drawings. The amount of this line item shall be equal to 10% of the contract value or \$100,000, whichever is less. The Government will not pay final invoices for this amount until all punch-list, site clean-up, and demobilization activities are complete; final construction drawings are delivered; and final acceptance is made on DD Form 250, Material Inspection and Receiving Report.**

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SECTION F – DELIVERIES OR PERFORMANCE

**F. 1 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES INCORPORATED BY REFERENCE**

**FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

Fill ins:

- (a) The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed.
- (c) complete the entire work ready for use not later than “*see table below*” calendar days after the date the contractor receives the notice to proceed for the Base Bid

CONTRACT LINE ITEM	TIME STATED FOR COMPLETION
TASK 1 (BASE BID)	470 Calendar days after Notice to Proceed for the Base Bid is issued
OPTION 1	650 Calendar days after Notice to Proceed for the Base Bid is issued (180 Calendar days added to the base bid)
OPTION 2	560 Calendar days after Notice to Proceed for the Base Bid is issued (90 Calendar days added to the base bid)
OPTION 3	530 Calendar days after Notice to Proceed for the Base Bid is issued (60 Calendar days added to the base bid)
OPTION 4	560 Calendar days after Notice to Proceed for the Base Bid is issued (90 Calendar days added to the base bid)

The table below identifies when the Hypergol Maintenance Facility (HMF), included in Task 1 – Base Bid, is to be turned over to the contractor for abatement and subsequent demolition:

FACILITY	ABATEMENT & DEMOLITION COMMENCEMENT DATE
Hypergol Maintenance Facility (HMF)	December 21, 2013

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**SECTION F – DELIVERIES OR PERFORMANCE**

**FAR 52.242-14      SUSPENSION OF WORK (APR 1984)**

**F. 2    KSC 52.211-92    WORK PERIOD (MAR 2002)**

Contractor's work day will be limited to first shift 7:00 A.M. to 3:30 P.M. on Monday through Friday only. Any other work period will require special/ written approval from the Contracting Officer seven (7) days in advance of proposed change in work periods.

**F. 3    PLACE OF PERFORMANCE**

This is a firm-fixed price construction contract for Close/Demolish Facilities and Structures, Various Locations at Kennedy Space Center, FL and Cape Canaveral Air force Station.

**F. 4    DOWNTIME AND EXCAVATION HOLDS**

For the purposes of this contract, the Contractor shall allow in his bid for Task 1 (Base Bid) a maximum of 60 days during which all construction activities will be prohibited. In addition the Contractor shall allow for a maximum of 30 days during which all excavation and other subsurface activities will be prohibited but other construction activities will be allowed. The Government will provide twenty-four hour notice each time these restrictions are invoked.

Additional days are applicable for each exercised option. Option 1: 15 down days and 5 days for no excavation. Option 2: 7 down days and 3 days for no excavation. Option 3: 3 down days and 2 days for no excavation. Option 4: 5 down days and 3 days for no excavation.

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SECTION G – CONTRACT ADMINISTRATION DATA

**G. 1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE**

**NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993)**

**NFS 1852.245-71 INSTALLATION – ACCOUNTABLE  
GOVERNMENT PROPERTY (JAN 2011)**

Fill-In (c)(1): : “See Article I.16(a), KSC On-Site Facilities and Services”.

Fill-In (c)(3): “Not applicable”

Fill-In (c)(7): “See Article I.16(b), KSC On-Site Facilities and Services”.

**NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)**

**NFS 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS  
(JAN 2011)**

**NFS 1852.245-83 REAL PROPERTY MANAGEMENT  
REQUIREMENTS (JAN 2011)**

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

**H.1 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE**

**NFS 1852.223-70 SAFETY AND HEALTH (APR 2002)**

**NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**

**NFS 1852.225-70 EXPORT LICENSES (FEB 2000)**

Fill-in: NASA's Kennedy Space Center

**NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)**

**H.2 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 2008)**

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and Co Chair determine it is appropriate for the contractor to participate in a WVPR Team meeting, the contractor shall comply with the WVPR Team request. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.

This requirement shall flow down to the subcontractors, however the subcontractors shall report up through the prime contractor.

(End of clause)

**H.3 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTORS' ACTIVITIES (SEP 2012)**

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The following compliance documents may be found at:

<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>

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**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

Publication	Title	
KNPR 8715.2	Comprehensive Emergency Management Plan	
KNPR 1600.1	KSC Security Procedural Requirements	
KNPR 8500.1	KSC Environmental Requirements	
KNPR 8715.3-1	KSC Safety Procedural Requirements Volume 1, Safety Procedural Requirements for Civil Servants/NASA Contractors	
<i>Check if Applicable</i>	Publication	Title
X	KNPD 1810.1	KSC Occupational Medicine Program
X	KNPR 1860.1	KSC Ionizing Radiation Protection Program
X	KNPR 1860.2	KSC Nonionizing Radiation Protection Program
X	KNPR 1820.3	KSC Hearing Loss Prevention Program
X	KNPR 1820.4	KSC Respiratory Protection Program
X	KNPR 1840.19	KSC Industrial Hygiene Programs
X	45SWI40-201	45th Space Wing Instruction 40-201 Radiation Protection Program
	KNPD 1800.2	KSC Hazard Communication Program
	KNPR 1870.1	KSC Sanitation Program
	KNPR 2570.1	KSC Radio Frequency Spectrum Management Procedural Requirements
	KNPR 4000.1	Supply and Equipment System Manual
X	KNPR 6000.1	Transportation Support System
X	KNPR 8715.7	KSC Construction Contractor Safety and Health Practices Procedural Requirements
X	KNPR 8830.1	Facilities and Real Property Management Procedural Requirements

**H.4 KSC 52.242-93 CONTRACTOR WORKFORCE REPORT – ONSITE CONTRACTORS AND SUBCONTRACTORS (OCT 2006)**

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site workforce, total on-site union represented employees by bargaining unit; total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code OP).

**NASA/KSC SOLICITATION NNK13482809R**  
**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

(End of clause)

## **H.5 SAFETY AND HEALTH**

Pursuant to NFS 1852.223-70, Safety and Health:

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), and high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

- (c) Kennedy Space Center Voluntary Protection Program (VPP)

Kennedy Space Center has implemented a comprehensive safety and health management system, and has demonstrated its commitment to providing and maintaining a safe workplace by successfully completing a rigorous evaluation process to achieve recognition by the Occupational Health and Safety Administration (OSHA) as a "Voluntary Protection Program (VPP) Star Worksite." The VPP program promotes effective worksite-based safety and health, encourages employers and employees to reduce the number of occupational safety and health hazards at their places of employment, establishes cooperative relationships between management, labor, and OSHA, and serves to augment limited OSHA resources.

- (d) Reporting Procedures for Close Calls and Mishaps

(Also reference NFS 1852.223-70, Safety and Health)

The contractor shall submit a NASA Direct Construction Contractor Mishap Report Form (KDP-F-3645) to the Contracting Officer to document close calls or mishaps and associated corrective actions. In addition, the Contracting Officer will issue a "Notice of Violation" to document safety violations under this contract. The Contractor shall use the form provided to communicate actions taken to correct or mitigate safety/health non-conformance at the job-site, as well as any corrective actions taken to prevent recurrence. This report must be posted on the job site until all corrective actions have been completed.

In the event the non-compliance poses imminent danger, the Contracting Officer may invoke the stop-work order clause in this contract until such time as the immediate hazard has been mitigated. If the Contractor fails or refuses to institute prompt corrective action, the Contracting Officer may invoke the stop-work order clause or any other remedy available to the Government in the event of such failure or refusal.

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The Contractor (or subcontractor or supplier) shall insert the “Reporting Procedures for Close Calls and Mishaps” section of this clause, including this paragraph and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when the work will be conducted completely or partly on premises owned or controlled by the Government.

NASA/KSC SOLICITATION NNK13482809R  
SECTION I – CONTRACT CLAUSES

**I. 1 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)**

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.ksc.nasa.gov/procurement/clause/>  
<http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>  
<http://ec.msfc.nasa.gov/hq/library/v-reg.htm>.

**I. 2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
CLAUSES INCORPORATED BY REFERENCE**

<u>CLAUSE NO.</u>	<u>TITLE</u>
<b>FAR 52.202-1</b>	<b>DEFINITIONS (JAN 2012)</b>
<b>FAR 52.203-3</b>	<b>GRATUITIES (APR 1984)</b>
<b>FAR 52.203-5</b>	<b>COVENANT AGAINST CONTINGENT FEES (APR 1984)</b>
<b>FAR 52.203-6</b>	<b>RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)</b>
<b>FAR 52.203-7</b>	<b>ANTI-KICKBACK PROCEDURES (OCT 2010)</b>
<b>FAR 52.203-8</b>	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>
<b>FAR 52.203-10</b>	<b>PRICE OR FEE ADJUSTMENTS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)</b>
<b>FAR 52.203-12</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)</b>
<b>FAR 52.203-13</b>	<b>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)</b>
<b>FAR 52.203-14</b>	<b>DISPLAY OF HOTLINE POSTER(S) (DEC 2007)</b> Fill-In: b(3) Inspector General Hotline Poster(s) may be obtained from NASA Office of Inspector General, Code W, Washington, DC, 20546-0001, (202)358-1220
<b>FAR 52.204-4</b>	<b>PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)</b>
<b>FAR 52.204-7</b>	<b>CENTRAL CONTRACTOR REGISTRATION (FEB 2012)</b>
<b>FAR 52.204-9</b>	<b>PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</b>
<b>FAR 52.204-10</b>	<b>REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)</b>

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- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)**
- FAR 52.210-1 MARKET RESEARCH (APR 2011)**
- FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)**
- FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)**
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)**
- FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
- FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
- FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (ALTERNATE III)(OCT 1997)**
- Fill-In: (c) Submit the cost portion of the proposal via the following electronic media:  
submit via e-mail in MS Excel format
- FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010) (ALTERNATE IV)(OCT 2010)**
- Fill-In: (b) Cost data (e.g., established catalog or market prices, vendor quotes, sales to governmental and non-governmental entities, etc) to the extent necessary for the Contracting Officer to determine a fair and reasonable price. All cost/pricing data shall be submitted in MS Excel format. Access to records necessary to permit an adequate evaluation of the proposed price shall be provided the Contracting Officer.
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)**
- FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**
- FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**
- FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
- FAR 52.222-3 CONVICT LABOR (JUN 2003)**
- FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT—OVERTIME COMPENSATION (JUL 2005)**
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**
- FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)**
- FAR 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)**

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<b>FAR 52.222-35</b>	<b>EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)</b>
<b>FAR 52.222-36</b>	<b>AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)</b>
<b>FAR 52.222-37</b>	<b>EMPLOYMENT REPORTS ON VETERANS (SEP 2010)</b>
<b>FAR 52.222-40</b>	<b>NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)</b>
<b>FAR 52.222-41</b>	<b>SERVICE CONTRACT ACT OF 1965 (NOV 2007)</b>
<b>FAR 52.222-44</b>	<b>FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (SEP 2009)</b>
<b>FAR 52.222-50</b>	<b>COMBATING TRAFFICKING IN PERSONS (AUG 2007)</b>
<b>FAR 52.222-54</b>	<b>EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)</b>
<b>FAR 52.223-2</b>	<b>AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (JUL 2012)</b>
	Fill-In: Para (d): <a href="http://www.biopreferred.gov/">http://www.biopreferred.gov/</a>
<b>FAR 52.223-5</b>	<b>POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)</b>
<b>FAR 52.223-6</b>	<b>DRUG-FREE WORKPLACE (MAY 2001)</b>
<b>FAR 52.223-12</b>	<b>REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)</b>
<b>FAR 52.223-15</b>	<b>ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)</b>
<b>FAR 52.223-17</b>	<b>AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)</b>
<b>FAR 52.223-18</b>	<b>ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)</b>
<b>FAR 52.225-13</b>	<b>RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)</b>
<b>FAR 52.227-1</b>	<b>AUTHORIZATION AND CONSENT (DEC 2007)</b>
<b>FAR 52.227-2</b>	<b>NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)</b>
<b>FAR 52.227-4</b>	<b>PATENT INDEMNITY - CONSTRUCTION CONTRACTS (DEC 2007)</b>
<b>FAR 52.228-2</b>	<b>ADDITIONAL BOND SECURITY (OCT 1997)</b>
<b>FAR 52.228-5</b>	<b>INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</b>
<b>FAR 52.228-11</b>	<b>PLEDGES OF ASSETS (JAN 2012)</b>
<b>FAR 52.228-12</b>	<b>PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)</b>
<b>FAR 52.228-14</b>	<b>IRREVOCABLE LETTER OF CREDIT (DEC 1999)</b>
<b>FAR 52.228-15</b>	<b>PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (OCT 2010)</b>
<b>FAR 52.229-3</b>	<b>FEDERAL, STATE AND LOCAL TAXES (APR 2003)</b>

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- FAR 52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)**  
**FAR 52.232-17 INTEREST (OCT 2010)**  
**FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**  
**FAR 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)**

<b>Submit Invoices To:</b>	
1 - Original	NASA Shared Services Center (NSSC) Financial Management Division (FMD) – Accounts Payable Bldg 1111, C. Road Stennis Space Center, MS 39529 FAX: 866-209-5415 Email: <a href="mailto:NSSC-AccountsPayable@nasa.gov">NSSC-AccountsPayable@nasa.gov</a>
1 - Copy	NASA John F. Kennedy Space Center Procurement Office, Code OP-ES-B Kennedy Space Center, FL 32899

- FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

Any questions related to payment via Electronic Funds Transfer (EFT) should be directed to:

Designated Paying Office  
NASA Shared Services Center (NSSC)  
Financial Management Division (FMD) - Accounts Payable  
Bldg 1111, C. Road  
Stennis Space Center, MS 39529  
Email: [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov)  
Fax: 866-209-5415

- FAR 52.233-1 DISPUTES (JUL 2002)**  
**FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)**  
**FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIMS (OCT 2004)**  
**FAR 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)**  
**FAR 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)**  
**FAR 52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)**  
**FAR 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)**  
**FAR 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)**  
**FAR 52.236-8 OTHER CONTRACTS (APR 1984)**

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<b>FAR 52.236-9</b>	<b>PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)</b>
<b>FAR 52.236-10</b>	<b>OPERATIONS AND STORAGE AREAS (APR 1984)</b>
<b>FAR 52.236-11</b>	<b>USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)</b>
<b>FAR 52.236-12</b>	<b>CLEANING UP (APR 1984)</b>
<b>FAR 52.236-13</b>	<b>ACCIDENT PREVENTION (NOV 1991) (ALTERNATE 1) (NOV 1991)</b>
<b>FAR 52.236-14</b>	<b>AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)</b>
<b>FAR 52.236-15</b>	<b>SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)</b>
<b>FAR 52.236-17</b>	<b>LAYOUT OF WORK (APR 1984)</b>
<b>FAR 52.236-21</b>	<b>SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) ALTERNATE I (APR 1984)</b>
<b>FAR 52.236-26</b>	<b>PRECONSTRUCTION CONFERENCE (FEB 1995)</b>
<b>FAR 52.242-13</b>	<b>BANKRUPTCY (JUL 1995)</b>
<b>FAR 52.243-4</b>	<b>CHANGES (JUN 2007)</b>
<b>FAR 52.243-6</b>	<b>CHANGE ORDER ACCOUNTING (APR 1984)</b>
<b>FAR 52.244-6</b>	<b>SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)</b>
<b>FAR 52.246-21</b>	<b>WARRANTY OF CONSTRUCTION (MAR 1994)</b>
<b>FAR 52.248-3</b>	<b>VALUE ENGINEERING – CONSTRUCTION (OCT 2010)</b>
<b>FAR 52.249-2</b>	<b>TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)</b>
<b>FAR 52.249-10</b>	<b>DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)</b>
<b>FAR 52.253-1</b>	<b>COMPUTER GENERATED FORMS (JAN 1991)</b>

**I. 3 NASA FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 18) CLAUSES INCORPORATED BY REFERENCE**

<b>NFS 1852.203-70</b>	<b>DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)</b>
<b>NFS 1852.209-72</b>	<b>COMPOSITION OF THE CONTRACTOR (DEC 1988)</b>
<b>NFS 1852.215-84</b>	<b>OMBUDSMAN (NOV 2011)</b>
<b>NFS 1852.219-74</b>	<b>USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)</b>

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- NFS 1852.219-76    NASA 8 PERCENT GOAL (JUL 1997)**
- NFS 1852.228-75    MINIMUM INSURANCE COVERAGE (OCT 1988)**
- NFS 1852.236-73    HURRICANE PLAN (DEC 1988)**
- NFS 1852.237-73    RELEASE OF SENSITIVE INFORMATION (JUN 2005)**
- NFS 1852.243-70    ENGINEERING CHANGE PROPOSALS (OCT 2001)**
- NFS 1852.243-71    SHARED SAVINGS (MAR 1997)**

**I.4    FAR 52.209-9            UPDATES OF PUBLICLY AVAILABLE INFORMATION  
REGARDING RESPONSIBILITY MATTERS (FEB 2012)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—
- (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and
- (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
- (i) Past performance reviews required by subpart [42.15](#);
- (ii) Information that was entered prior to April 15, 2011; or

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- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600

(End of clause)

**I.5 FAR 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990) DEVIATION)**

- (a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a signatory to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

South Florida District Office

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100 South Biscayne Boulevard, 7<sup>th</sup> Floor  
Miami, FL 33131-2011

- (b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.
- (c) The contractor agrees –
  - (1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and
  - (2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

**I.6      FAR 52.219-18      NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE  
8(A) CONCERNS (JUNE 2003) (DEVIATION)**

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—
  - (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
  - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

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- (d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
- (2) The **TBD** will notify the NASA/KSC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**I.7 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003) (DEVIATION) (ALTERNATE 1)(APR 2005)**

- (a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—
- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (3) The offeror's approved business plan is on file and serviced by:

SBA South Florida District Office  
100 South Biscayne Boulevard, 7<sup>th</sup> Floor  
Miami, FL 33131-2011

Or

SBA North Florida District Office  
7825 Baymeadows Way Suite 100B  
Jacksonville, FL 32256

- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

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- (d) (1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.
- (2) The **TBD** will notify the NASA/KSC Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

**I.8 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR  
FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

*This Statement is for Information Only  
It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits	GS Grade
Administrative Assistant (SCA OC 01020)	\$23.01/hr	GS-10 Step 3
Heavy Equipment Mechanic (SCA OC 23430)	\$24.54/hr	GS-11 Step 2
Heavy Equipment Operator (SCA OC 23440)	\$20.70/hr	GS-9 Step 2
Laborer (SCA OC 23470)	\$15.95/hr	GS-6 Step 3
Environmental Technician (SCA OC 30090)	\$22.59/hr	GS-10 Step 2
Truck Driver (SCA OCs 31363 or 64)	\$19.19/hr	GS-8 Step 3

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.81 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3

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weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

(End of clause)

**I.9      FAR 52.223-9              ESTIMATE OF PERCENTAGE OF RECOVERED  
MATERIAL CONTENT FOR EPA-DESIGNATED  
PRODUCTS (MAY 2008)**

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)):

**CERTIFICATION**

I, \_\_\_\_\_ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

\_\_\_\_\_  
*[Signature of the Officer or Employee]*

\_\_\_\_\_  
*[Typed Name of the Officer or Employee]*

\_\_\_\_\_  
*[Title]*

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---

[Name of Company, Firm, or Organization]

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[Date]

(END OF CERTIFICATION)

(c) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

(End of clause)

**I.10 FAR 52.225-9 BUY AMERICAN ACT-CONSTRUCTION MATERIALS (SEP 2010)**

(a) *Definitions.* As used in this clause--

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete

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systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.*

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: “NONE”
  - (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that
    - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
    - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
    - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) *Request for determination of inapplicability of the Buy American Act.*
- (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Price;
    - (E) Time of delivery or availability;
    - (F) Location of the construction project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

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- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) *
<i>Item 1</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			
<i>Item 2</i>			
<b>Foreign construction material</b>			
<b>Domestic construction material</b>			

*[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]*

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(End of clause)

**I. 11 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL  
BUSINESS SUBCONTRACTORS (AUG 2012)  
(DEVIATION)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act

**I. 12 FAR 52.236-4 PHYSICAL DATA (APR 1984)**

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

- (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by benchmarks for vertical control, elevations, and dimensions from existing features. The Contractor shall be responsible for any surveys, augers, borings, core borings, test pits, probings, or other investigations necessary or incidental to performance of the work.
- (b) Weather conditions: The climate of the Cape Canaveral-Kennedy Space Center, Florida area is subtropical with short, mild winters and hot, humid summers. Summer extends from the middle of May to the middle of October with the highest mean temperatures in July and August and the extreme highest temperatures in June. Area thunderstorms occurring during the summer months can be violent with cloud to ground lightning, heavy rain and strong gusty winds. The hurricane season begins in June and ends in December with the highest frequency in August, September, and October. Winter temperatures range from the probability of an 80 degree high during each month to at least one occasion (per winter) of below freezing conditions. Mean average maximum-minimum temperatures and mean average rainfall is 78.6 degrees – 64.0 degrees and 48.53 inches for Cape Canaveral and 79.4 degrees – 65.4 degrees and 53.21 inches for Kennedy Space Center.

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Detailed climatological data may be obtained from the Patrick Air Force Base Weather Services, 321-853-8485, Patrick Air Force Base, Florida.

(c) Transportation facilities:

- (1) ROAD: The Cape Canaveral-Kennedy Space Center area is accessible via Florida State Highways 3, 401, 405, 520, and 528 and U.S. Highways 1 and A1A. Perimeter gates to Kennedy Space Center and Cape Canaveral Air Force Station are located at Highway 401 (Gate 1), South Highway 3 (Gate 2), Highway 405 (Gate 3), and North Highway 3 (Gate 4). All gates are normally operational during first shift hours. Off shift hours may vary, and additional schedule or access limitations will be in place during critical launch processing operations.
- (2) RAIL: Government trackage connects with the Florida East Coast Railway Company (FEC) at Jay-Jay, Florida, approximately 3 miles north of Titusville, Florida. Shipping destination should be shown as “Titusville, Florida for Kennedy Space Center, Florida.” NASA locomotives move cars between Jay-Jay and various locations on Kennedy Space Center. Side and end ramps are available in the KSC Industrial Area.
- (3) WATER (OCEAN): United States Air Force and Navy and commercial dock facilities are available at Port Canaveral, Florida.
- (4) WATER (OTHER): The Kennedy Space Center Vehicle Assembly Building (VAB) Marine Terminal and Cape Canaveral Air Force Station barge facilities are accessible via the inland waterway through the Banana River.
- (5) AIR (COMMERCIAL): Facilities serving the area are located at Melbourne (approximately 42 miles) and Orlando (approximately 55 miles) Florida. Pickup and delivery of air shipments is available.

Detailed information on availability and limitation of facilities, shipping and billing may be obtained from the Supply, Equipment, Transportation and Center Support Branch, Code TA-E1, John F. Kennedy Space Center, NASA, Kennedy Space Center, Florida 32899.

(d) Other: NONE

(End of clause)

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**I. 13 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any NASA Federal Acquisition Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of clause)

**I. 14 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)**

- (a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

**I. 15 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)**

**A. Identification of Employees**

**1. Badging**

- i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website:

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<http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>. Badges must be obtained before personnel may access the work site and the contractor is responsible for submitting complete, accurate, and timely security investigation and badge request information. The government is not liable for any project delays resulting from the contractor's failure to provide required information or the contractor's inability to achieve favorable investigative results.

- ii. Prior to performance, the contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.
  - a. Contract number and location of work site(s);
  - b. Contract commencement and completion dates;
  - c. Status as prime or subcontractor; and,
  - d. Name of the contractor designated security/badging official.
  - e. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

- iii. Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the contractor as soon as possible but in no case more than thirty days from initial badging.
- iv. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
- v. Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

**2. Investigations**

- i. All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across

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all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.

- ii. All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Technical Representative (COTR), or the COTR's designee:
  - a. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)
  - b. Standard Form 85, Questionnaire for Non-Sensitive Positions;
  - c. Optional Form 306, Declaration for Federal Position Employment; and,
  - d. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COTR or COTR's designee)

**B. Badging Restrictions/Categories**

Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the contractor to have a KSC Area Permit and contractors may be granted "escorted" or "unescorted" access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

- i. The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.
- ii. One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR or designee. The contractor shall maintain a record of employees receiving the training.

**SPECIAL NOTE:** Contractor personnel will require access to Controlled Areas 1, 2, 27, and 28. Temporary Area Access permits (TAAs) are required. The Government will provide interim unescorted access investigations at no cost for four (4) contractor employees. Note: TAA permit requests must be submitted to the Construction Office (FAX 867-2496) at least 48 hours prior to need date.

**I. 16 KSC ON-SITE FACILITIES AND SERVICES (APR 2005) (MODIFIED)**

**(a) UTILITIES**

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- ☒ **APPLICABLE FOR THE VEHICLE ASSEMBLY BUILDING (VAB SITE) ONLY:** Pursuant to FAR clause 52.236-14, entitled "Availability and Use of Utility Services," the following utilities are available at no cost to the Contractor in reasonable amounts. Any utility not listed below, required for performance of the contract work, shall be provided by the Contractor.

☒ Potable Water

☒ 120/240 volt electrical service

☐ 480 volt electrical service

- ☒ **APPLICABLE FOR ALL SITES EXCEPT FOR THE VAB:** There are no utility services available in the work area. All utilities required for performance of the contract work shall be provided by the Contractor.

**(b) FACILITIES**

- ☒ **APPLICABLE FOR THE VAB SITE ONLY:** Restroom facilities are available within or near the work area. If use of these facilities by the Contractor's employees results in excessive construction grime and debris, the Contractor will, at the direction of the Contracting Officer, clean the facilities at no cost to the Government.

- ☒ **APPLICABLE FOR ALL SITES EXCEPT FOR VEHICLE ASSEMBLY BUILDING (VAB):** There are no Government restroom facilities available for use by the Contractor's employees at the work site. The Contractor shall provide all sanitary facilities for the needs of Contractor personnel.

**I. 17 LISTING OF KENNEDY SPACE CENTER REQUIREMENTS SUPPORTING CONTRACT SECTION I**

The Kennedy Space Center requirements supporting Contract Section I are listed in Section J, Attachment J-B, KSC Project Specific Requirements.

**I. 18 PERSONAL IDENTITY VERIFICATION CARD ISSUANCE PROCEDURES**

The following procedures implement the Federal Information Processing Standards Publication (FIPS PUB) Number 201, Personal Identity Verification (PIV) of Federal Employees and Contractors (Reference FAR Clause 52.204-9, Personal Identity Verification of Contractor Personnel).

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

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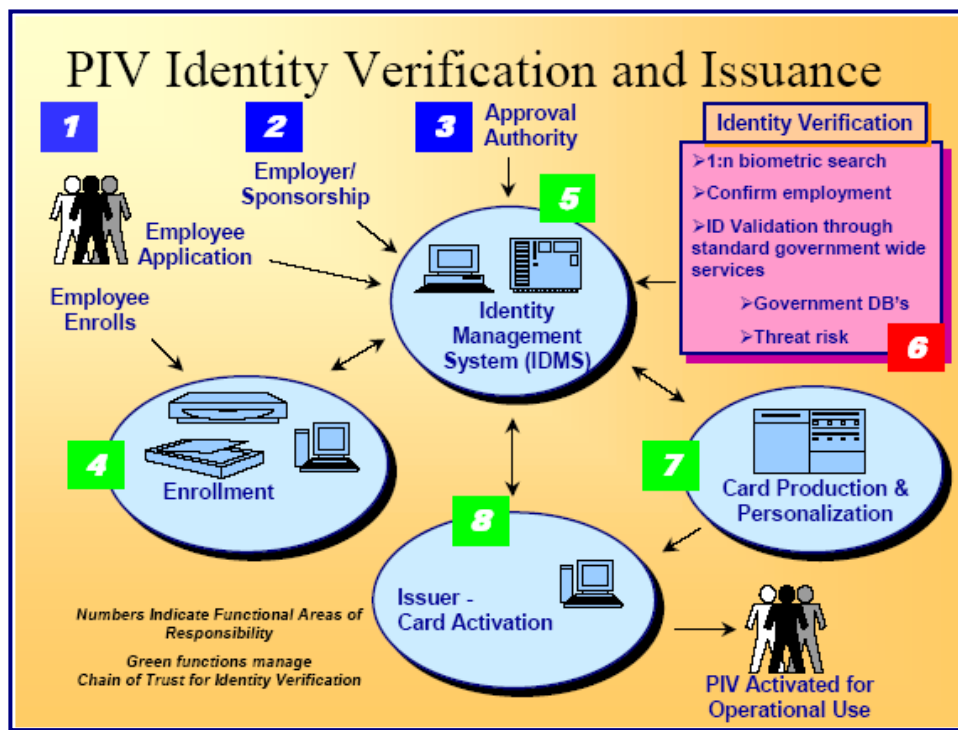


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

**Step 1:**

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to

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NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

**Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>i</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

**Step 3:**

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

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<sup>i</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

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**Step 4:**

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will a National Crime Information Center (NCIC) with an Interstate Identification Index check is/has been performed. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

**Step 5:**

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

**Step 6:**

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

**Step 7:**

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential. The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration. The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information. The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND  
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

**NASA/KSC SOLICITATION NNK13482809R**  
**SECTION I – CONTRACT CLAUSES**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

**NASA/KSC SOLICITATION NNK13482809R**  
**SECTION J – LIST OF ATTACHMENTS**

**J.1 LIST OF ATTACHMENTS**

A. The following documents are attached hereto and made a part of this contract:

Attachment	Title	Date	# Pages
A	Project Deliverables		17
B	KSC Project Specific Requirements		33
C	DOL WD Service Contract Act / WD 05-2117 Rev-14	6-25-13	10
D	Technical Specifications 79K39394, 79K393403, 79K39213	See Section C.2(a)	See Section C.2(a)
E	Drawings 79K39389, 79K39390, 79K39391, 79K39392, 79K39393, 79K39405, 79K393103, 79K39394, 79K39403, 79K39213	See Section C.2(a)	See Section C.2(a)
F	Safety and Occupational Health Plan	TBD	TBD
G	Site Specific Safety Plan	TBD	TBD
H	Attachment 1, UGE Line Detail for Drawing 79K39389, sheet 85, drawing E8		1
I	Attachment 2, Water Line Detail for Drawing No. 79K39391, sheet 16, drawing D9		1
J	Attachment 3, Sketch of Fence to be Demolished at Site M6-0880 near corner of Fifth Ave. and Kennedy Parkway		1

B. Per FAR 15.204-1(b), Section K will be incorporated, by reference, as part of this contract.

**NASA/KSC SOLICITATION NNK13482809R**  
**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 238910
- (2) The small business size standard is \$14M
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [ ] (i) Paragraph (d) applies.
- [ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated
- (i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

**NASA/KSC SOLICITATION NNN13482809R**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.
- (iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- (xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- (xiii) [52.222-38](#), Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- (xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

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SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).
- (xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- [Contracting Officer check as appropriate.]*
- \_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.
- \_\_\_ (A) Basic.
- \_\_\_ (B) Alternate I.
- \_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

- \_\_\_ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.
- \_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services–Certification.
- X (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).
- \_\_\_ (vi) [52.227-6](#), Royalty Information.
- \_\_\_ (A) Basic.
- \_\_\_(B) Alternate I.
- \_\_\_ (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.
- (d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**K.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS(FEB 2012)**

(a) *Definitions*. As used in this provision—

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

**K.3 NFS 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)**

- (a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- (b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(End of provision)

**K.4 NFS 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS (DEVIATION FEB 2012)**

- (a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows –

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution \_\_\_\_\_

(End of Provision)

**K.5 NFS 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)**

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that –

- (1) It is ☐ is not ☐ a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is ☐ is not ☐ a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**K.6 NFS 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (FEB 2012)**

- (a) Definition - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of Provision)

## SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.ksc.nasa.gov/procurement/clause/>  
<http://prod.nais.nasa.gov/cgi-bin/nais/index.cgi>  
<http://ec.msfc.nasa.gov/hq/library/v-reg.htm>

(End of provision)

**L.2 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED BY REFERENCE****PROVISION****TITLE****FAR 52.215-1****INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)****FAR 52.222-23****NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)**

Fill-In: (b) Minority participation goal: 10.7%  
 Female participation goal: 6.9%

Fill-In: (e) Kennedy Space Center and Cape Canaveral Air Force Station, Brevard County, Florida

**FAR 52.228-1****BID GUARANTEE (SEP 1996)**

Fill-In: para (c) The amount of the bid guarantee shall be 20% of the bid price or \$3M, whichever is less.

**FAR 52.236-28****PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)****L.3 LISTING OF FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS INCORPORATED IN FULL TEXT**

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

**FAR 52.211-1      AVAILABILITY OF SPECIFICATIONS LISTED IN THE  
GSA INDEX OF FEDERAL SPECIFICATIONS,  
STANDARDS AND COMMERCIAL ITEMS  
DESCRIPTIONS, FPMR Part 101-29 (AUG 1998)**

- (a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

- (b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of provision)

**FAR 52.211-3      AVAILABILITY OF SPECIFICATIONS NOT LISTED IN  
THE GSA INDEX OF FEDERAL SPECIFICATIONS,  
STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS  
(JUN 1988)**

The specifications cited in this solicitation may be obtained from:

- (a) KSC specifications and standards may be obtained through a web site maintained by the KSC Technical Library. These documents may be accessed at:

<http://www-lib.ksc.nasa.gov/lib/gp364.html>

- (b) NASA specifications are available at <http://standards.nasa.gov/>. This website requires Public Access registration (Logon Required).

- (c) The Acquisition Streamlining and Standardization Information System (ASSIST) is a web based system for military and federal specifications and standards. Managed by the DoD Single Stock Point (DoDSSP), Philadelphia, ASSIST-Online provides public access to standardization documents over the

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Internet. These documents are available at <http://assist.daps.dla.mil>; or by submitting a request to the-

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2179  
Facsimile (215) 697-1462

- (d) Other Government Standards, Specifications, and other Technical Documents incorporated by reference in this solicitation may be obtained from:

John F. Kennedy Space Center, NASA  
Specification & Standards Section  
Mail Code: LIBRARY-D  
Kennedy Space Center, FL 32899  
Telephone (321) 867-3603 (Collect calls will not be accepted)

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

- (e) Voluntary standards, such as industrial, manufacturing, independent laboratory, society, and institutional associations (non-Government organizations) codes, standards, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization that develops, establishes and/or publishes those documents.

(End of provision)

**FAR 52.216-1            TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

**FAR 52.225-10        NOTICE OF BUY AMERICAN ACT REQUIREMENT –  
CONSTRUCTION MATERIALS (FEB 2009)**

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American Act--Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

*(b) Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

*(c) Evaluation of offers.*

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
- (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

*(d) Alternate offers.*

- (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

(End of provision)

**FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer  
OP-ES, Room 2488  
Headquarters Building,  
Kennedy Space Center, Florida 32899

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

**FAR 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (FEB 1995)**

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been scheduled for: September 4, 2013 at 9:00am.
- (c) Participants will meet at:  
  
KSC Badging Office (take S.R. 405 east from U.S. Highway 1, past the KSC Visitor Complex, located on the right side of the road before KSC Gate 3)
- (d) Attendance is limited to three representatives from each prospective prime offeror. To attend the site visit, each representative must fill out and submit (in advance of the site visit) the following badge request form(s):

KSC Form 28-889V2, KSC Visitor Badge Request (See Section L, Appendix 3)

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(e) Submit the badge request form(s), via e-mail, to: Jessica.L.Smith@NASA.GOV

(f) Badge Request Form(s) Due Date: August 29, 2013

(g) Badge requests received after the due date will not be considered (Be advised that badge requests may be rejected for failure to fill in all the required information: names, titles, SSNs, citizenship, etc). **BADGES WILL BE PROVIDED TO U.S. CITIZENS ONLY. RESIDENT ALIENS AND FOREIGN NATIONALS WILL NOT BE BADGED FOR ACCESS TO KSC.**

(h) Site visit participants will be responsible for:

- Providing their own transportation
- Bringing two (2) forms of identification with them
- Picking up badges BEFORE THE SITE VISIT at the KSC Badging Office (take S.R. 405 east from U.S. 1, past the KSC Visitor Complex, located on the right before KSC Gate 3). KSC Badging Office hours are Monday through Friday, 6:00A.M. to 4:00P.M. It is recommended you arrive at least 90 minutes prior to the site visit to obtain badges.
- Reporting to the site visit
- Providing a hard hat, closed toed safety shoes, long pants, eye protection and ear protection.

(i) Visitors on KSC are allowed to possess and use photographic equipment and materials EXCEPT IN CONTROLLED AREAS. At the site visit meeting you will be notified as to the current status of the area.

(j) The site visit is expected to last 8 hours.

(k) After you obtain a security badge; report to the Kennedy Space Center Headquarters Building Lobby (M6-0399). A map of the installation is provided as an attachment to this solicitation.

(End of provision)

**FAR 52.252-5      AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any NASA Supplement to the Federal Acquisition Regulation (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

**L.4 LISTING OF NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS INCORPORATED BY REFERENCE**

<b>PROVISION NO.</b>	<b>TITLE</b>
<b>NFS 1852.228-73</b>	<b>BID BOND (OCT 1998)</b>
<b>NFS 1852.233-70</b>	<b>PROTESTS TO NASA (OCT 2002)</b>

**L.5 LISTING OF NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS INCORPORATED IN FULL TEXT**

**NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)**

- (a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

<b>Proposal Section</b>	<b>Page Limit</b>
Technical Experience Summary	Limited to two (2) pages per each project identified in the Technical Experience Summary
Past Performance Data From Prior Customers (Optional)	Limited to three (3) pages of information for each project identified in the Technical Experience Summary
Page 1 of Past Performance Questionnaires	Limited to page 1 of each Past Performance Questionnaire mailed to each customer
Safety and Occupational Health Plan	No page limit. (The Plan shall be divided into two sections: Safety Past Performance Information and Safety and Health Plan)

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

1/2" x 11" size may also be used.

- (c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- (d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

**NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004) (Modified)**

The offeror shall submit a detailed safety and occupational health plan as part of its proposal. Failure to submit an acceptable plan shall make the offeror ineligible for the award of a contract. The plan shall describe in detail the policies, procedures, and techniques that will be used to ensure the safety and occupational health of contractor employees and to ensure safe working conditions throughout the performance of the contract.

The plan shall describe in detail the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts). The plan shall also address the protection of the environment, high-valued equipment, and property.

As a minimum, the Safety and Health Plan shall include the following:

a. Safety Past Performance Information

1. Contractor's Corporate Safety Program objectives to include safety policy statement.
2. A copy of the Contractor's Log of Occupational Injuries and Illnesses (OSHA 300) and Annual Summary of Occupational Injuries and Illnesses (OSHA 300A) or equivalent for the previous three (3) years as described in Title 29, Code of Federal Regulations, Subpart 1904.5. If the contractor is exempt by regulation from maintaining and publishing such logs, equivalent data in contractor's format is acceptable (such as loss runs from insurance carrier) which contains the data required. Data shall be compiled and reported by calendar year.
3. Documented evidence of Experience Modification Rate (EMR) for the previous three (3) years.
4. Days Away, Restricted or Transferred Rate (DART) for the previous five (5) years under NAICS Code 238910 Site Preparation Contractors. The data shall include incidence rates of days away from work, job transfer, or restriction cases, occupational

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

injuries and illnesses, by quartile distribution and employment size group, private industry as most recently published by the Bureau of Labor Statistics.

5. Total Case Incident Rate (TCIR) for the previous five (5) years under NAICS Code 238910 Site Preparation Contractors. The data shall include incidence rates of total recordable cases of occupational injuries and illnesses, by quartile distribution and employment size group, private industry as most recently published by the Bureau of Labor Statistics.

**b. Safety and Health Plan**

1. A discussion on how the Contractor intends to comply with 29 CFR 1926 Safety & Health Regulations for Construction, NPR 8715.3 (NASA Safety Manual & Appendices), KNPR 8715.3 (KSC Safety Practices Procedural Requirements), and KNPR 8715.7 (KSC Construction Contractor Safety & Health Practices Procedural Requirements Rev A) with regard to all safety issues that will be encountered on this project. [KNPR 8715.3, KNPR 8715.7, and KSC-UG-2814, Rev A-1 (KSC Construction Contractors Safety and Health Practices Users Guide) can be accessed at <http://tdglobal.ksc.nasa.gov/ReferencedDocuments/>.]

NOTE: KSC-UG-2814 contains a Safety and Occupational Health Plan template (Pages 56-100) that should be used for the Safety and Occupational Health Plan.

2. Hazard Analysis: The contractor shall describe the process to be used to analyze worksite hazards or Job Hazard Analysis (JHA) prior to the start of work to ensure that all hazards are abated. These analyses may address facilities, systems/subsystems, operations, processes, materials (including waste), and specific tasks or jobs.
3. Emergency Procedures: Procedures for emergency actions to be taken to secure dangerous conditions, to protect personnel, and secure work areas in the event of accident or an act of nature.
4. The Plan shall describe the contractor's training program including identification of responsibility for training employees to assure understanding of safe work practices, hazard recognition, and appropriate responses including protective and/or emergency countermeasures. The Plan shall include a discussion on how the contractor will validate that training requirements have been conducted and satisfied (i.e., physical examination, testing, on-the-job performance, etc). The Plan shall state all training materials and training records will be provided for NASA review on request.
5. The plan shall similarly address subcontractor employee safety and occupational health for those subcontractors who will be performing work under the contract when one or more of the following conditions apply: (Note: Contractors may not delegate overall site safety responsibility or authority for any personnel working under the provisions of this section to any subcontractor.)

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- (i) The work will be conducted completely or partly on premises owned or controlled by the government.
- (ii) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
- (iii) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
- (iv) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

This plan, as approved by the Contracting Officer, will be incorporated into the contract.

**NFS 1852.236-74      MAGNITUDE OF REQUIREMENT (DEC 1988)**

The Government estimated price range of this project is between \$5,000,000.00 and \$10,000,000.00.

**L.6      KSC 52.214-90      DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS  
(AUG 2005)**

**a. Delivery Address:**

All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, FL, 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on state Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required.

**b. Hand-Delivered Offers:**

Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building.

**c. Late Delivery of Offers/Bids:**

Late offers/bids will be processed in accordance with FAR 214-7, "Late Submissions, Modifications and Withdrawals of Bids," FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition," FAR 52.212-1, "Instructions to Offerors – Commercial Items," or FAR 52.214-23, "Late Submission,

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding,” included in this solicitation.

(End of Provision)

**L.7 PROPOSAL IDENTIFICATION**

Sealed packages containing proposals shall be marked to show the offeror’s name and address and be addressed as follows:

Attn: Mike Felker  
NASA CONTRACTING OFFICER, OP-ES  
SOLICITATION NNK13482809R  
TITLE OF PROJECT: Close/Demolish Facilities and Structures Various  
Locations

**UNSEALED PROPOSAL PACKAGES DELIVERED TO THE CIAO WILL NOT BE ACCEPTED.**

**L.8 COMMUNICATIONS REGARDING THIS SOLICITATION**

- (a) Questions or comments regarding this solicitation must be submitted via email, cite the solicitation number, and be directed to the following Government representative:

Name: Mike Felker  
Email: gary.m.felker@nasa.gov  
Address: NASA John F. Kennedy Space Center,  
Mail Stop: OP-ES  
Kennedy Space Center, Florida 32899

- (b) Questions should be submitted on the attached Question/Comment Form, in MS Word or equivalent (no PDF or read only) format or in the body of the e-mail message (in the same format as listed on the Question/Comment Form, Appendix 1 to Section L of this solicitation). Questions shall be sent to the Contracting Officer identified above by 9/10/2013 to allow for analysis and dissemination of responses in advance of the proposal due date. Questions received after this date will be considered but may be answered. **Oral questions will not be accepted.**
- (c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

## **L.9 GENERAL PROPOSAL PREPARATION INSTRUCTIONS**

**The solicitation, drawings, and specifications are available only through the Federal Business Opportunities website, (FEDBIZOPPS) (<http://www.fbo.gov>). No hard copies, CD's or other media will be provided by the Government. It is the responsibility of the potential offerors to download the documents posted on FEDBIZOPPS.**

- (a) The Government intends to make award without holding discussions with offerors. However, the Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. By submitting an offer in response to this solicitation, offerors are agreeing to comply with all terms and conditions contained in the solicitation. Offerors are cautioned to carefully follow the instructions set forth herein.
- (b) This solicitation DOES NOT invite offerors to submit alternate proposals. The Contracting Officer may reject any offer containing exceptions. Therefore, offerors are encouraged to include their best terms and conditions in the initial offer. If, despite the warning given in this paragraph, the offeror elects to include exceptions, they must be specifically and clearly identified on a separate page. In this solicitation, the words “offer” and “proposal” are used interchangeably. (See definition of “offer” at FAR 2.101.)
- (c) A PROPERLY SUBMITTED OFFER SHALL CONSIST OF THE FOLLOWING:
  - (1) One original and two copies of the SF 1442, Solicitation Offer and Award, with Blocks 14 through 20c completed and signed by an authorized representative of the offeror. The person signing the offer must initial each erasure or change appending the offer.
  - (2) Three copies of page 1 of all amendments issued, signed by an authorized representative of the offeror. (This requirement only applies if amendment receipts are not acknowledged on the signed SF 1442 submitted).
  - (3) Completion of Section K representations and certifications on-line at the Online Representations and Certifications Application (ORCA) website as required by FAR Provision 52.204-8, Annual Representations and Certifications, incorporated in full text in Section K of this solicitation.
  - (4) One signed “Certification by Offerors Regarding Federal Income Tax Filing and Federal Income Tax Violations” (see NFS 1852-209.74, incorporated in full text in Article K.1)
  - (5) One signed Certification of “Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction Under any Federal Law (see NFS 1852.209-75, incorporated in full text in Article K.5)

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

- (6) Two (2) copies of offeror's Technical Experience Summary in accordance with Article L.10(a)
- (7) Two (2) copies of Past Performance Data From Prior Customers in accordance with Article L.10(b). (Optional requirement)
- (8) Two (2) copies of Page 1 of the Past Performance Questionnaires that the offeror provided to each past performance point of contact in accordance with Article L.10(b) (The past performance questionnaire is provided as Appendix 4 to Section L of this solicitation)
- (9) Two (2) copies of offeror's Safety and Health Plan in accordance with NFS 1852.223-73 and Article L.10(c).
- (10) One (1) properly executed bid bond in accordance with NFS 1852.228-73. A copy of Standard Form 24, Bid Bond, may be downloaded at:  
  
<http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF>
- (11) One (1) signed Affirmative Statement that the 8(a) offeror will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (12) Joint Ventures shall provide a copy of the Joint Venture agreement and specifically identify who the controlling entity will be for this contract.

Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

By submitting an offer in response to this solicitation, the offeror is agreeing to comply with all terms and conditions contained in the solicitation. The terms and conditions of the solicitation, including any amendments, shall take precedence over the offeror's proposal unless the proposal is incorporated into the contract by specific reference.

(End of provision)

**L. 10 NON-PRICE FACTORS**

The government will evaluate the non-price factors of Technical Experience, Past Performance, and Safety and Occupational Health Plan. Each offeror shall provide the following Non-Price Factors documentation as part of its proposal:

**a. TECHNICAL EXPERIENCE**

1. Offerors shall provide a Technical Experience Summary identifying at least 3 but no

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

more than 5 contracts currently being performed or successfully completed by the prime contractor or proposed major subcontractor(s) within the past 5 years of the date of issuance of this solicitation 8/23/2013 (including Federal, State, local government, and private projects) which, in aggregate, are similar in size, content, and complexity to this Government acquisition. (The term “Major Subcontractor” is defined as any subcontractor whose effort on this acquisition is projected to be more than 35% of the proposed contract value.) Offerors proposing a teaming arrangement utilizing major subcontractors shall identify the scope of work that will be performed by the prime contractor and the scope of work that will be performed by the major subcontractor(s).

2. The Technical Experience Summary shall be limited to two pages of information for each completed contract and include the following information for each referenced contract or project:

Name of project and contract/order number

North American Industry Classification System (NAICS) code project was performed under (if applicable)

Type of contract/order (fixed-price or cost reimbursable)

Dates of the contract performance period as initially awarded

Dates of the actual completed performance period

Place of contract performance

Name and address of customer or Government Agency

Name, telephone number and e-mail address of Contracting Officer or equivalent customer contact

Dollar value of contract/order as initially awarded; break out major subcontract values

Dollar value of contract/order at completion

A brief discussion on why the selected contract demonstrates technical experience needed to meet the technical performance requirements of this project as described in section M.1 of this solicitation.

Discussions on problems encountered (if applicable) during contract performance to include, but not limited to, challenges to successfully completing the project on schedule; safety violations/discrepancies; Department of Labor violations/discrepancies; non-payment of employees, subcontractors, and/or

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

suppliers; and terminations. Offerors shall also discuss the offeror's corrective actions relative to identified problems.

Discussions on contract changes resulting in large dollar value and/or schedule increases.

**b. PAST PERFORMANCE**

1. Offerors shall provide the Past Performance Questionnaire (Appendix 4 to Section L of this solicitation) to each past performance Contracting Officer or customer contact equivalent identified in its Technical Experience Summary. Offerors shall request these customers to submit the completed questionnaires via e-mail to the address below prior to **9/16/2013**. Past Performance Questionnaires will not be accepted directly from offerors. Questionnaires shall be returned directly from the offeror's past performance source to the Contract Specialist listed below:

Name: Mike Felker  
Email: gary.m.felker@nasa.gov  
Address: NASA John F. Kennedy Space Center,  
Mail Stop: OP-ES  
Kennedy Space Center, Florida 32899

2. Offerors shall submit, with their proposals, copies of the first page of each past performance questionnaire that the offeror sends to each customer contact identified in its Technical Experience Summary. NOTE: The offeror is required to complete the "THIS SECTION TO BE COMPLETED BY THE OFFEROR" area prior to sending the questionnaire to its customer.

3. Offerors may provide statements, letters, reports or evaluations from prior customers indicating the level and quality of past performance on the contracts/projects listed in the Technical Experience Summary. This supplemental information shall not exceed three (3) pages of information for each contract/project reference in your Technical Experience Summary. This is an optional requirement.

**c. SAFETY AND OCCUPATIONAL HEALTH PLAN**

Offerors shall submit two copies of their Safety and Occupational Health Plan with their proposal. The Plan shall consist of two parts: Safety Past Performance Information and Safety and Health Plan. NFS 1852.223-73, Safety and Health Plan (NOV 2004), incorporated in full text in Section L.5 of this solicitation details what shall be included in the Safety and Occupational Health Plan.

**L. 11 APPENDICES TO SECTION L**

This Section L is supplemented with the following appendices:

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

Appendix 1	Question & Comment Form
Appendix 2	KSC Form 28-889V2, KSC Visitor Badge Request
Appendix 3	Past Performance Questionnaire

**NASA/KSC SOLICITATION NNN13482809R**  
**SECTION L/APPENDIX 1**  
**QUESTION / COMMENT FORM**

Questions or comments regarding this solicitation must be submitted via email to the Contracting Officer identified below.

Name: Mike Felker  
Email: gary.m.felker@nasa.gov  
Address: NASA John F. Kennedy Space Center,  
Mail Stop: OP-ES  
Kennedy Space Center, Florida 32899

Questions shall be submitted on this form in MS Word or equivalent (no PDF or read only formats). Questions also may be submitted in the body of an e-mail message following this form's format. Late questions or comments will be considered by the Government but may not be answered. Responses to questions will be issued as amendments to the solicitation. The cutoff date and time for receipt of questions is **9/10/2013**

Offerors are cautioned that technical activity personnel are not authorized to answer solicitation questions or comments and that any responses from them may not accurately represent the Government's official position.

PLEASE CITE THE REFERENCE NUMBER SUCH AS PAGE NUMBER OF THE RFP, SPEC, DWGS, ETC, IF APPLICABLE.

1. REFERENCE:

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QUESTION:

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2. REFERENCE:

---

QUESTION:

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Submitted by (name): \_\_\_\_\_

Company: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

NASA/KSC SOLICITATION NNN13482809R  
SECTION L/APPENDIX 2  
KSC VISITOR BADGE REQUEST

## KSC VISITOR BADGE REQUEST

### KSC Badging Office

Date of Request \_\_\_\_\_

Date of Visit: Start Date: 09/04/2013

End Date: 09/04/2013

Badge Type: White-Unescorted

Pink-Escorted

Media

Area(s) to be Visited KSC Industrial Area, LC39, Cape Canaveral Air force Station

Purpose of Visit Pre-bid site visit

Job Site Contact: \_\_\_\_\_

### Visitor Information

Name (*last, first, mi*) \_\_\_\_\_

Country of Citizenship \_\_\_\_\_ Date of Birth \_\_\_\_\_

Place of Birth (*City, State*) \_\_\_\_\_

SSN # \_\_\_\_\_ Naturalization # \_\_\_\_\_ Alien Reg # \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Badging Official Information

Badging Authority Name (*printed*) \_\_\_\_\_

Badging Authority Company (*printed*) \_\_\_\_\_ Org. ID \_\_\_\_\_

Construction Contract No. (*if applicable*) \_\_\_\_\_ Code No. \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Other No. \_\_\_\_\_

Badging Authority Signature \_\_\_\_\_

***By my signature, I have confirmed with the requestor the validity of this visit.***

PRIVACY ACT 1974 PL 93-579

THE ATTACHED INFORMATION IS PROTECTED BY THE "ACT" AND DISCLOSED AS PROVIDED BY NASA RULES PART 1212 AND THE PROVISIONS OF 5 U.S.C. 552A.

ANY RELEASE OR USE OF THIS INFORMATION **OTHER** THAN THAT SPECIFICALLY STATED IS **PROHIBITED** BY LAW.

**NASA/KSC SOLICITATION NNN13482809R  
SECTION L/APPENDIX 3  
PAST PERFORMANCE QUESTIONNAIRE**

Close/Demolish Facilities and Structures Various Locations

NASA Kennedy Space Center's solicitation requires offerors to provide this Past Performance Questionnaire to customers to complete and return to NASA. Past performance raters are requested to submit the completed questionnaires to the contracting officer identified below via e-mail, to arrive not later than the proposal submission date.

**Completed questionnaires should be sent to:**

Name: Mike Felker  
Email: gary.m.felker@nasa.gov  
Address: NASA John F. Kennedy Space Center  
Mail Stop: OP-ES  
Kennedy Space Center, Florida 32899

Raters are requested to complete the questionnaire forms as written since altered or substituted questionnaires may not adequately address the information NASA will be evaluating.

**SECTION I. THIS SECTION TO BE COMPLETED BY THE OFFEROR**

Name of Contractor Being Evaluated: \_\_\_\_\_

Name of Project and Contract/Order Number: \_\_\_\_\_

Period of Contract Performance (dates): \_\_\_\_\_

Place of Contract Performance: \_\_\_\_\_

Contract Value at Award: \_\_\_\_\_

Contract Value at Completion or Current Contract Amount: \_\_\_\_\_

Contract Status (Prime or Subcontract?): \_\_\_\_\_

Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NASA/KSC SOLICITATION NNN13482809R  
SECTION L/APPENDIX 3  
PAST PERFORMANCE QUESTIONNAIRE

**THIS SECTION TO BE COMPLETED BY THE RATER**

(THIS QUESTIONNAIRE, WHEN COMPLETED, SHALL NOT BE DISCLOSED TO  
ANYONE OUTSIDE THE GOVERNMENT)

Name of Contractor Being Evaluated: \_\_\_\_\_

Name of Project and Contract/Order Number: \_\_\_\_\_

Period of Contract Performance (dates): \_\_\_\_\_

Place of Contract Performance: \_\_\_\_\_

Contract Value at Award: \_\_\_\_\_

Contract Value at Completion or Current Contract Amount: \_\_\_\_\_

Contractor's Status (Prime or Subcontractor?): \_\_\_\_\_

Percentage and Dollar Value of Work Performed by the Contractor:  
\_\_\_\_\_

Dates of Rater's Involvement in Program/Contract: \_\_\_\_\_

Brief Description of Work Performed:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point of Contact: (Rater) Name/Address/Office Phone Number/E-Mail Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NASA/KSC SOLICITATION NNN13482809R  
SECTION L/APPENDIX 3  
PAST PERFORMANCE QUESTIONNAIRE

**RATING DEFINITIONS:**

On a scale of 1 to 5, with 1 being unsatisfactory and 5 being exceptional, please rate the contractor on the past performance areas included in this questionnaire. A rating of N/A should be used if the question is not applicable or the answer is unknown. Space is provided for any additional comments raters may want to provide. The definitions associated with the 1 to 5 ratings are provided below:

1. **UNSATISFACTORY:** Performance does (did) not meet most contractual requirements and recovery is not likely (did not occur). The contractual performance contains (contained) serious problem(s) for which the contractor's corrective actions appear ineffective (were ineffective).
2. **MARGINAL:** Performance does (did) not meet some contractual requirements. The contractual performance reflects (reflected) serious problem(s) for which the contractor has not yet identified acceptable corrective actions (did not provide acceptable corrective actions).
3. **SATISFACTORY:** Performance meets (met) contractual requirements. The contractual performance reflects (reflected) some minor problems. Corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
4. **VERY GOOD:** Performance meets (met) contractual requirements and exceeds (exceeded) some of the Government's expectations. The contractual performance reflects (reflected) some minor problems and corrective actions being taken by the contractor appear to be effective (Corrective actions taken were effective).
5. **EXCEPTIONAL:** Performance meets (met) contractual requirements and exceeds (exceeded) many of the Government's expectations. The contractual performance reflects (reflected) few minor problems and corrective actions taken by the contractor appear to be highly effective (corrective actions taken were effective).

**N/A:** Not applicable or rater has not observed performance in this area.

**NASA/KSC SOLICITATION NNK13482809R  
SECTION L/APPENDIX 3  
PAST PERFORMANCE QUESTIONNAIRE**

**CONTRACTOR'S TECHNICAL PERFORMANCE QUESTIONS**

1. The effectiveness of the Contractor's overall project management ability (including but not limited to project managers, quality control managers, safety managers, and superintendents); labor (skilled and unskilled workers); equipment; supplies; tools; and financial resources to successfully perform, provide contract deliverables and complete work in a safe and timely manner.

1	2	3	4	5	NA
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Comments:

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2. The Contractor's ability to provide immediate and effective contractor management attention at the job site and partner with the owner to resolve technical problems and schedule problems.

1	2	3	4	5	NA
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Comments:

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3. The Contractor's ability to provide quality engineering shop drawings and accurate and complete as-built documentation.

1	2	3	4	5	NA
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Comments:

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4. The Contractor's ability to successfully implement demolition, deconstruction, and/or environmental abatement activities in locations adjacent or contiguous to active operation areas.

1	2	3	4	5	NA
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Comments:

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**NASA/KSC SOLICITATION NNN13482809R  
SECTION L/APPENDIX 3  
PAST PERFORMANCE QUESTIONNAIRE**

**CONTRACTOR'S SAFETY PERFORMANCE QUESTIONS**

5. The Contractor's ability to maintain a safety and health program with visible management control and involvement.

1	2	3	4	5	NA
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Comments:

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6. The Contractor's ability to maintain a safety program ensuring subcontractors' safety performance were consistent with the prime contractor's safety program.

1	2	3	4	5	NA
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Comments:

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7. The Contractor's ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated.

1	2	3	4	5	NA
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Comments:

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8. The Contractor's ability to understand and comply with safety requirements.

1	2	3	4	5	NA
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Comments:

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9. The Contractor's ability to maintain a safety program that ensured the customer's critical resources were adequately protected with emergency procedures for securing dangerous conditions and protecting personnel during contract performance.

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1	2	3	4	5	NA
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Comments:

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10. The Contractor's ability to resolve safety discrepancies in a timely and effective manner and the ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

1	2	3	4	5	NA
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Comments:

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**CONTRACTOR'S CONTRACT ADMINISTRATION PERFORMANCE QUESTIONS**

11. The contractor's ability to provide prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

1	2	3	4	5	NA
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Comments:

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12. The contractor's compliance with Service Contract Act or Davis-Bacon Act and other labor requirements and resolution of reported violations/discrepancies.

1	2	3	4	5	NA
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Comments:

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13. Has the contractor's performance required the issuance of any cure notices, show cause letters, or terminations for cause/default? (Please circle Yes or No)

Yes	No				
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PAST PERFORMANCE QUESTIONNAIRE

Comments:

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**CONTRACTOR'S OVERALL CONTRACT PERFORMANCE**

14. Would you select this contractor again? (Please circle Yes or No)

Yes	No				
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Comments:

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**THIS COMPLETED QUESTIONNAIRE WILL NOT BE DISCLOSED TO ANYONE  
OUTSIDE THE GOVERNMENT. THANK YOU FOR TAKING THE TIME TO  
COMPLETE THIS QUESTIONNAIRE.**

**NASA/KSC SOLICITATION NNK13482809R**  
**SECTION M – EVALUATION FACTORS FOR AWARD**

**M.1 BASIS FOR CONTRACT AWARD**

**a. EVALUATION FACTORS AND SELECTION OF THE SUCCESSFUL OFFEROR**

The Contracting Officer will utilize a Lowest Price Technically Acceptable (LPTA) source selection process to make an award decision. Only one award will be made as a result of this solicitation. Award will be made to the offeror who is deemed responsible in accordance with the Federal Acquisition Regulation (FAR); and whose proposal, judged by an overall assessment of the evaluation criteria and other considerations specified in this solicitation, meets the technically acceptable standard for the non-price factors and provides the lowest evaluated price.

In accordance with the Instructions to Offerors – Competitive Acquisition provision of this solicitation (FAR 52.215-1), the Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a).) Therefore, the offeror's initial proposal should contain the offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

**b. EVALUATION OF NON-PRICE FACTORS**

Offerors will be evaluated on the non-price factors of Technical Experience, Past Performance and Safety and Occupational Health Plan.

**(1) FACTOR 1 – TECHNICAL EXPERIENCE**

Offerors must provide evidence that they have the technical experience needed to meet the technical performance requirements of this project. The Government will assess the technical experience of the offeror on projects identified in the offeror's Technical Experience Summary. Offerors must meet all of the following standards to receive an "Acceptable" rating on this factor:

All projects listed in the Technical Experience Summary currently being performed or have been successfully completed by the offeror or major subcontractor within the past 5 years of this solicitation issuance date 8/23/2013. (The term "Major Subcontractor" is defined as any subcontractor whose effort on this acquisition is projected to be more than 35% of the proposed contract value.)

All projects shall collectively demonstrate experience performing in locations adjacent or contiguous to active operational areas. All projects shall collectively demonstrate experience performing the demolition of multiple and various types of buildings, structures, concrete breaking and cutting for demolition, recycling, grading construction sites, environmental hazards abatement (including friable asbestos), excavating, earthmoving, land clearing and working at heights over 50 feet.

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At least one of the projects listed in the Technical Experience Summary must have involved preparing computer generated engineering shop drawings, development of submittals, safety plans, and as-built documentation.

**Failure to meet all of the requirements under this factor will result in an “UNACCEPTABLE” rating and elimination from further consideration for contract award.**

**(2) FACTOR 2 – PAST PERFORMANCE**

The Government will assess the past performance of the offeror on all of the projects identified in the offeror’s Technical Experience Summary. (This assessment of past performance information is separate from the contractor responsibility determination required under FAR Subpart 9.1.)

The completed past performance questionnaires submitted by the offerors’ Contracting Officers or customer contact equivalents identified in the Technical Experience Summary will be evaluated. The Government shall consider this information, as well as information obtained from other sources (to include interviews with previous customers), when evaluating each offeror’s past performance. The currency and relevance of the information, source of the information, context of the data, and general trends in the offerors’ past performance shall be considered. The evaluation shall take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and/or subcontractors who will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The Government will not disclose the names of persons/companies who provide performance information. If, during the course of the evaluation, the Government obtains adverse information to which the offeror has not previously had an opportunity to respond, the Government will afford the offeror an opportunity to clarify the adverse information.

**(a) Past Performance Evaluation Areas.** The government will evaluate the offeror’s past performance in:

Providing effective project management, labor, equipment, supplies, tools, contract deliverables and financial resources to successfully complete work in a safe and timely manner.

Providing immediate and effective contractor management attention at the job site for resolution of contract problems.

Providing detailed and accurate computer generated engineering shop drawings and as-built documentation.

Providing project completion within ten percent (10%) of original contract cost and schedule (unless customer required changes caused a cost or schedule deviation

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greater than ten percent (10%) is described in the project narrative in the Technical Experience Summary).

Demonstrating successful implementation of demolition, deconstruction, and/or environmental abatement activities in locations adjacent or contiguous to active operational areas.

Maintaining an acceptable Safety Program:

Maintaining acceptable Days Away Restricted or Transferred (DART), Total Case Incident Rate (TCIR), OSHA 300 Log and Experience Modification Rating (EMR) rates for the previous three years under NAICS Code 238910

Maintaining a safety and health program with visible management control and involvement

Maintaining a safety program ensuring subcontractors' safety performances was consistent with the prime contractor's safety program

Ability to analyze worksite hazards prior to the start of work to ensure that all hazards were abated

Maintaining a safety program with emergency procedures for securing dangerous conditions and protecting personnel during contract performance

Ability to understand and comply with safety requirements

Maintaining a safety program that ensured the customer's critical resources were adequately protected

Ability to resolve safety discrepancies in a timely and effective manner

Ability to report, investigate, and take corrective actions on safety accidents/incidents in a timely and effective manner

Providing prompt payment of employees, subcontractors, and suppliers for services and supplies performed/delivered under the contract.

Complying with Service Contract Act, Davis-Bacon Act and other labor requirements and resolution of reported labor violations/discrepancies.

**(b) Past Performance Confidence Ratings:**

The Offeror's relevant experience and past performance will be reviewed and an assessment made that reflects the Government's judgment of the probability of each offeror successfully accomplishing the proposed effort based on that offeror's

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**SECTION M – EVALUATION FACTORS FOR AWARD**

demonstrated performance. Past performance shall be evaluated for each offeror using the following levels of confidence ratings:

**Very High Level of Confidence**

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

**High Level of Confidence**

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

**Moderate Level of Confidence**

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

**Low Level of Confidence**

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

**Very Low Level of Confidence**

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based

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**SECTION M – EVALUATION FACTORS FOR AWARD**

on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

**Neutral**

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

**To receive an "Acceptable" rating for past performance, the offeror must receive an overall Past Performance Confidence Rating of Very High, High, or Moderate.**

**(3) FACTOR 3 – SAFETY AND OCCUPATIONAL HEALTH PLAN**

The offeror's Safety and Occupational Health Plan will be reviewed to determine:

- (a) The offeror's understanding of and ability to comply with 29 CFR 1926 Safety & Health Regulations for Construction, NPR 8715.3 (NASA Safety Manual & Appendices), KNPR 8715.3 (KSC Safety Practices Procedural Requirements), 8715.7 (KSC Construction Contractor Safety & Health Practices Procedural Requirements)
- (b) The offeror's ability to ensure the safety and occupational health of the project contractor employees (to include subcontractors) and to ensure safe working conditions throughout the performance of the contract.
- (c) The offeror's ability to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts) and the protection of the environment, high-valued equipment, and property.

**To receive an "Acceptable" rating, the Safety and Occupational Health Plan must represent a reasonable initial effort to address the essential requirements of NFS 1852.223-73, Safety and Health Plan, demonstrate the offeror understands NASA's safety requirements, and contain no major deficiencies or omissions; which, if corrected, would require a major rewrite of the Plan.**

**(4) EVALUATION OF PRICE PROPOSALS**

The proposed prices will be evaluated by comparison against the Government estimate and prices submitted by other offerors. Prices that are determined to be more than 35% above or below the Independent Government Estimate or more than 35% above or below the mean price proposed by all offerors will be considered to be unreasonably high or unrealistically low and will not be considered for award. As part of this process the Government will establish a proposal price ranking of the percentage differences from both the IGE and mean price of all offers submitted for that particular category from lowest to highest.

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**FAR 52.217-4, Evaluation of Options Exercised at Time of Contract Award (JUN 1988)**, applies to this solicitation. The Government will evaluate the total price for the basic requirement together with any option(s) exercised at the time of award.

**(5) EVALUATION PROCESS**

The following describes the general methodology that will be used for proposal evaluation:

- (1) Offerors will be checked against the List of Parties Excluded From Federal Procurement and Non-procurement Programs. Offerors who appear on the List will be eliminated without further consideration. Proposals will also be checked for minor informalities or irregularities. The Contracting Officer will follow guidance at FAR 15.306 for resolving minor informalities or irregularities.
- (2) The Contracting Officer will conduct a price analysis on each offeror's submitted price.
- (3) The technical (non-price) volume of the offeror with the lowest evaluated reasonable price will be given to the technical evaluators for review. If the technical (non-price) proposal is determined to be technically "Acceptable", award shall be made to that offeror, subject to a positive responsibility determination in accordance with FAR Part 9. In order for a technical proposal to be determined technically "Acceptable", all of the non-price factors in the technical proposal must be individually and collectively evaluated as "Acceptable".
- (4) If the technical proposal is determined to be technically "Unacceptable" the technical (non-price) volume of the offeror with the next lowest evaluated reasonable price will be given to the technical evaluators for review. If the technical (non-price) proposal of the offeror with the next lowest evaluated reasonable price is determined to be technically "Acceptable" award shall be made to that offeror subject to a positive responsibility determination in accordance with FAR Part 9.
- (5) If the technical proposal is determined to be technically "Unacceptable" the process described will be conducted again, as many times as necessary, until such time as the Government identifies a technically "Acceptable" proposal.

**M.2 SOURCE SELECTION DECISION**

Selection for contract award will be made based on a Lowest Price Technically Acceptable (LPTA) source selection process. The proposal that provides the lowest fair and reasonable price and is otherwise technically acceptable in all non-price factors will be selected for award. The selection will be made subject to an affirmative determination of contractor responsibility in accordance with FAR Subpart 9.1.